

**Appointment of Consultants for
Preparation of Detailed Master Plan for Township in
Great Nicobar Island**

Request for Proposal

Issued on: 21.12.2022

Reference No: 1-1676/ANIIDCO/Projects/2021-22/3460

Employer: Andaman and Nicobar Islands Integrated
Development Corporation Limited (ANIIDCO)

UT Administration of Andaman and Nicobar

Represented by: Managing Director, ANIIDCO

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Section 1: Data Sheet

Part 1: About the project

Sr. No.	Particulars	Project Specific Information
1.	Reference No.	1-1676/ANIIDCO/Projects/2021-22/3460
2.	Project Name	Preparation of Detailed Master Plan for Township in Great Nicobar Island
3	Name of the Employer:	Andaman & Nicobar Administration through the Project Proponent namely Andaman and Nicobar Islands Integrated Development Corporation Limited (ANIIDCO).
4.	Name of the Assignment:	Preparation of Detailed Master Plan for Township in Great Nicobar Island
5	Date, time and address for submission of bid:	
	Date	03.02.2023
	Time	3.00 pm
	Address	Executive Director (GNI), ANIIDCO Ltd. Vikas Bhawan, Port Blair – 744 101 Website: https://eprocure.andaman.gov.in
6	A pre-bid meeting will be held on:	11.01.2023, 3.00 pm through video conference
7.	Opening of Technical Bids	03.02.2023, 3.30 pm
8.	Opening of Financial Bids	To be communicated
9.	Commencement of Assignment/job	As per Clause 3.6 of Section 3
10	The Employer's representative is:	General Manager (Projects)
	Address:	ANIIDCO Ltd. Vikas Bhawan, Port Blair – 744 101
	Telephone:	03192 – 232098
	E-mail:	aniidco@gmail.com ,
11	The Employer will provide the following inputs and facilities:	Make available the support facilities including all relevant and available reports and documents. This includes:

Sr. No.	<u>Particulars</u>	Project Specific Information
		1. Vision Document for Great Nicobar Island. 2. Site Assessment Report, 3. Area Delineation and Sector Development Identification Report. 4. Draft Master Plan. 5. EIA Reports. 6. Site Analysis Report for Port/ Airport/ Water and Waste Water Treatment/ Power Plant Jetty/Marina for public transport and connectivity. 7. Preliminary Engineering Design Report (PEDR) for Water and Waste Water Treatment System, Power Plant.
12	Last date for receiving queries	Upto 05.01.2023, 3.00 pm
13	The address for requesting clarifications:	ANIIDCO Ltd. Vikas Bhawan, Port Blair – 744 101
	Tele-Fax:	03192 – 232098
	E-mail:	aniidco@gmail.com ,
14	Period for which proposals shall remain valid:	120 days from date of Financial Bid opening.
15	About appointment of Sub-Consultants.	Name of Sub Consultant (if proposed) shall also be mentioned along with technical details
16	Reimbursable Expenses	If any, as deemed by the employer
17	Consultant to state the cost in	Indian Rupees
18	Earnest Money Deposit (EMD)	EMD of Rs 24,00,000 (INR Twenty Four lakhs). EMD of successful bidder shall be returned on furnishing of performance bank guarantee.
19	Documents/Financial instruments to be submitted in original	1. EMD as per Clause 12 of Section 2 2. Bid Processing Fees as per Clause 13 of Section 2

Sr. No.	<u>Particulars</u>	Project Specific Information
20	Evaluation checklist for Technical Proposals	<p>Evaluation checklist</p> <ul style="list-style-type: none"> a. EMD and Bid processing Fee b. All pages signed by authorised representative c. Power of attorney for authorised representative d. In case of JV/ consortium whether MoU/ agreement submitted e. Whether all forms submitted f. Does the technical proposal contain any financial information

Part 2: The formats of the Technical Proposal to be submitted

Sr. No.	<u>Particulars</u>	Project Specific Information
1	Form Tech 1: Letter of Proposal submission	To be submitted in the attached format.
2	Form Tech 2: Consultant's organization & experience	Maximum of 20 pages introducing the firm and associate firms with background and general experience of the firm
3	Form Tech 3: Comment / suggestions on ToR and on counterpart staff/facility to be provided by employer.	If any
4	Form Tech 4: Approach & methodology	Maximum of 50 pages including charts and diagrams
5	Form Tech 5 : Team composition	With specification of area of expertise and the number of years of experience.
6	Form Tech 6 : Curriculum vitae	For all the proposed team members. CV to be attached in World Bank format.
7	Form Tech 7 : Staffing Schedule	Including proposed manhours to be utilised from various team members.

Sr. No.	Particulars	Project Specific Information
8	Form Tech 8 : Work Schedule	The schedule should contain the details of activities under each stage, the identified milestones and deliverables incorporated in the projects timeline.
9	Form Tech 9: Comment / modification suggested on draft contract.	If any
10	Form Tech 10: Information regarding any conflicting activities and declaration thereof.	Self-declaration
11.	Form Tech 11:	Financial Capacity of Applicant
12.	Form Tech 12:	Applicant's Experience for Completed Projects
13.	Form Tech 13:	Format for Power of Attorney for lead member of consortium
14.	Form Tech 14:	Format for Memorandum of Understanding (MoU)
15.	Form Tech 15:	Form of bank guarantee for earnest money

Section 2: Instructions to Bidders

1. Definitions

- (a) “Employer” means the Andaman & Nicobar Administration through the Project Proponent namely Andaman and Nicobar Islands Integrated Development Corporation Limited (ANIIDCO), which has invited the bids for consultancy services, and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and ToR of the contract.
- (b) “Consultant” means any entity or person or association of persons who submit their proposals that may provide the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the UT of Andaman and Nicobar Islands Administration.
- (g) “Instructions to Consultants” (Section 1 of the RfP) means the document which provides Consultants with all information needed to prepare their proposals.
- (h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RfP” means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the RfP.
- (k) “SRfP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RfP.
- (l) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the assignment/job.

- (n) “Terms of Reference” (ToR) means the document included in the RfP as Section 3 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The name of the assignment/Job has been mentioned in Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 3.
- 2.2 The date, time and address for submission of the proposals have been given in Data Sheet.
- 2.3 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment/job and local conditions, consultants are encouraged to meet the employer’s representative named in Data Sheet before submitting a proposal and to attend a pre-bid meeting specified in the Data Sheet. Attending the pre-bid meeting is optional. Consultants should contact the employer’s representative to arrange for their visit or to obtain additional information on the pre-bid meeting. Consultants should ensure that these representatives are apprised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.5 The Employer will provide at no cost to the consultants the inputs and facilities specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the assignment, and make available relevant project data and reports.
- 2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants

3.1 A consultant may apply individually or in the form of a consortium. The members of consortium shall enter into a MoU for joint bidding and Power of Attorney on the name of lead partner for the purpose of making the application and submitting the bid. The consultant shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be. In case of joint bidding, maximum members in the consortium are limited to two. The format for Power of Attorney for lead member of consortium and format for Memorandum of Understanding (MoU) between members of the consortium is enclosed as Tech Form 13 and Tech Form 14 respectively.

4. Clarification and Amendment of RfP Documents

4.1 Consultants may request a clarification on any clause of the RfP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RfP as a result of a clarification, it shall do so following the procedure under para 4.2 below.

4.2 At any time before the submission of proposals, the Employer may amend the RfP by issuing an addendum to be hosted on the website www.andaman.gov.in and <http://aniidco.and.nic.in>. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, interviews etc.,.

Conflicting Assignment/job;(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired for the preparation of Detailed Master Plan for Phase-I Area of Great Nicobar Island shall not be engaged to prepare an independent assessment for the same project, and a Consultant assisting the ANIIDCO in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.

Conflicting relationships (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer (ANIIDCO) shall make available to Consultants together with this RfP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

7.1 Consultants may submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Proposal Validity

8.1 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals; under such circumstance the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RfP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) The Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that they propose the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
- (b) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Annexure-A. The Section 4 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong or deficient Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from using the attached Standard Forms (Annexure-A). Form Tech-I is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.

- i. A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- ii. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).

- iii. A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- iv. The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5 of Section 3.
- v. Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- vi. CVs of the Professional staff as mentioned in para 9.4 above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- vii. A detailed description of the proposed methodology for staffing needs to be given in Form Tech 4 and Form Tech 7.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Annexure-B). It shall list all costs associated with the Assignment, including (a) remuneration for staff and (b) reimbursable expenses indicated in Form Fin 3 and Fin 4. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicability of Domestic taxes (such as: Goods and Service Tax (GST), Income Tax, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

11. Currency

11.1 Consultants shall express the price of their Assignment in India Rupees.

12. Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

- (a) An EMD of **Rs. 24,00,000 (Indian Rupees Twenty Four Lakhs only)**, in the form of DD/bank guarantee drawn in favour of the **Andaman and Nicobar Islands Integrated Development Corporation Limited (ANIIDCO)** and payable at Port Blair must be submitted along with the Proposal.
- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- (d) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

12.2 The EMD shall be forfeited by the Employer in the following events:

- (a) If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- (b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (c) If the consultant tries to influence the evaluation process.
- (d) If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

13. Bid Processing Fees

All consultants are required to pay Rs. 25,000 (INR Twenty Five Thousand Only) towards Bid Processing Fees in the form of demand Draft drawn in favour of **Andaman and Nicobar Islands Integrated Development Corporation Limited (ANIIDCO)** and payable at Port Blair. The Bid Processing Fee is Non-Refundable. **Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.**

14. Submission, Receipt, and Opening of Proposal

14.1 The proposal should be filled online at <https://eprocure.andaman.gov.in>. The tender is based on two bid system i.e. separate Technical and Financial bid. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Annexure-A, and FIN-1 of Annexure-B. Only original EMD and Bid Processing Fees as specified in Data Sheet is to be

submitted in the Office of Executive Director (GNI), ANIIDCO Ltd., Vikas Bhawan, Port Blair before 3.00 pm on 03.02.2023, however, the scanned copy of the EMD and Bid Processing Fees shall be uploaded alongwith the Technical Bid.

- 14.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 14.3 The Proposals submitted online as per Annexure – A and Annexure – B no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be rejected.

15. Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 15.2 The employer shall constitute a Consultancy Evaluation & Review Committee (CERC) comprising of requisite representatives from the different Departments of the UT Administration/ sectoral experts nominated by Government of India, which will carry out the entire evaluation process.
- 15.3 Evaluation of Technical Proposals:** CERC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.4 The CERC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Employer retains the right to ask any clarifications/information from the consultant during the evaluation process without change in the substance of the proposal. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Section 4.

15.5 Public opening & evaluation of the Financial Proposals: Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

15.6 The CERC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

15.7 After opening of financial proposals, Evaluation Criteria mentioned at Clause 4.2 of Section 4 shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Clause 4.2 of Section 4. This selected consultant will then be invited for negotiations, if considered necessary.

16. Award of Contract

16.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

16.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Annexure-C, within 15 days of issuance of the letter of intent.

16.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Data Sheet.

17. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

Section 3: Terms of Reference

3.1 Background

The Great Nicobar Island (GNI) in the UT of Andaman and Nicobar is to be developed by establishing a new greenfield coastal city. It is envisaged that the city will function as a trade centre and serve as a global tourism destination. The developments planned in the city include an International Port, Airport, Power Plant and a Township. A 'Vision Document for the GNI' has been prepared for an area of 243.7 sq. km out of which 166.1 sq. km. is to be developed as Phase I. A draft Master Plan has been prepared for development of 166.10 sq. km, out of which an area of 150.34 sq. km is to be developed in the form of a Township and 15.76 sq. km is to be developed for Port, Airport and Power Plant. Consultants are to be appointed through this RFP for preparation of the following:

S. No.	DELIVERABLES OF RFP	AREA (sq. km)
1.	Detailed Master Plan for the Township	150.34
2.	Zonal Plans and Phasing Strategy for entire Township area	150.34
3	Layout Plans (for each Zonal Plan to be implemented in first 10 years)	150.34
4	DPRs for infrastructure components (for all layout plans) to be implemented including: <ul style="list-style-type: none">• Road network• Water Supply System• Sewerage System• Solid Waste Management System• Storm Water Management System• Power Supply• IT infrastructure• and Seamless connectivity with similar infrastructure of Airport, Port and Power Plant.	150.34
5	Implementation Framework (for the entire Township)	150.34

6	Business Plan	150.34
7.	Outline Development Plan (for remaining areas within Master Plan for GNI, beyond the Township)	77.60

Separate DPRs are being prepared for the Port, Airport and Power Plant comprising a total area of 15.76 sq km.

It is envisaged that when the city is developed, it will have a diverse economy that combines transshipment, trade, and tourism, competing with global cities like Hong Kong, Singapore and Dubai. The population including floating population for the township is projected to be about 3 lakh persons by 2047. However, it may be kept in mind that when a new city is planned, it is not fully possible initially to comprehend its future growth or to estimate its population growth very accurately far into the future. Thus, the design and load carrying capacity of the trunk infrastructure in the township must be designed according to established planning norms and standards to accommodate about three to five-fold increase in the projected population in the future.

The city is to be developed mainly on the eastern coast of the island and a small portion of western coast. The suitable areas are mostly on the eastern coast, starting from the north of Campbell Bay to Indira point and on the western side up to the Pemayya bay. This area does not contain any National Parks or Eco-Sensitive. The eastern and southern side of the islands includes mostly flat land sloping towards the coast with a few hillocks. The western parts of the island have a hilly terrain of undulating land form. A main ridge – hill range running right from Mount Thullier in the North to the South towards the Galathea Bay is covered with dense forest. The township is to be developed in an area along this coastal strip of land that varies between 2 and 4 km in width and is about 32 km in length.

About the Project Area

The total project area is 243.7 sq. km, out of which 166.1 sq. km is to be developed in Phase I. A draft Master Plan has been prepared for development of 166.10 sq. km, out of which an area of 150.34 sq. km is to be developed in the form of a Township and 15.76 sq. km is to be developed for Port, Airport and Power Plant. The holistic Development of Great Nicobar Island for first phase measuring 166.10 sq.km is proposed to be implemented in three sub phases. Out of this 166.1 sq.km, 121.87 sq. km. (about 73% of project area) of land falls under forest reserve and 8.88 sq. km. (about 5% of project area) of land falls under Deemed Forest, which is part of revenue land. There is presence of a Tribal Reserve spreading across an area of approximately 84.1 sq. km. area, which occupies 51% of the total project area. In order to compensate the reduction in Tribal

Reserve and to protect the habitat of Shompen and Nicobari tribe Andaman & Nicobar Administration proposes to re-notify 76.96 sq.km of land in Campbell Bay, Galathea National Parks and land outside the National parks. Therefore, effectively only 7.11 sq. km Tribal Reserve area will be required for de-notification for the project and 743.96 sq. km of the Great Nicobar Island will remain protected as Tribal Reserve. There are seven revenue villages falling in the project area. The total area of revenue land is 44.2 sq.km. and covers about 27% of the project area.

There is modest potential to grow the manufacturing sector for local products. Tourism development can capitalize on the exceptional tourism assets to attract high-end tourists interested in tropical forests, adventure tourism and beach tourism.

Vision for the development of Great Nicobar Island.

The Vision Statement for Great Nicobar Island is *‘to Capture the locational advantage of being on international sea route and develop Great Nicobar as a **Sustainable, Green, Global Hotspot for Business, trade and leisure**’*. Industries which leverage the natural resources of the Island such as fisheries, coconut etc. shall be developed, besides, non-polluting light industries such as IT. Balance is to be maintained in promoting GNI as a trade centre and global tourism destination and conserving the natural environment and improving the quality of life of local residents, including aboriginals. This balance can be achieved by applying the following development strategies:

- Minimise the footprint of the new city to preserve existing human and ecological assets. The development footprint can be minimized by using compact urban form and prohibiting sprawl. The development should take care of the requirement of the indigenous systems and maintain the ecology, such that eco sensitivity is not affected.
- Minimise greenhouse gas emissions by using clean transportation and energy. Robust bus-based mass transit that provides rapid connections between urban centres can help reduce carbon footprints, as can walkable, compact urban centres that facilitate walking and biking. A key strategy should be to develop GNI as far as possible as a “zero-carbon” township based on ‘closed-loop’ resource management approach.
- Promote disaster resilience through appropriate ecologically sensitive landscape / land protection strategies that are based on blue–green infrastructure (BGI) including vegetated engineered solutions. Use of appropriate site planning techniques, along with nature-based systems such as parkways, ecological corridors etc, and innovative building design and construction techniques can provide protection to habitable area and spaces in keeping with the ecological and topographical context of GNI, The Township is envisaged as a series of compact,

walkable, mixed-use urban centres separated by natural features such as forested hills and stream buffers linked together by a mass transit system. The Township is to be planned on principles of Transit Oriented Development (TOD) to ensure small blocks, with mid-rise development, and ‘complete streets’ that will make it attractive, safe, and easy to use non-motorised transport and public transport to get around within each urban centre. The western parts of the area delineated for the Township that are adjoining the forested land should be developed with lower densities.

The Detailed Master Plan for the Township should as far as practical comply with the vision outlined in the ‘Draft Master Plan for GNI’. Under this, land use details, street network and hierarchy including central spine, sub arterial roads (up to collector streets), recommended social infrastructure framework for 10 pockets, phasing plan, concept infrastructure plan have been prepared.

Initially development would be for the development of trunk infrastructure – roads, Transit, and water, waste water, power infrastructure etc. This will activate residential, commercial and tourism land areas.

A new township has to be planned for an area of 150.34 sq. km. The following principles must be integrated into the Detailed Master Plan for the Township and the Outline Development Plan (for remaining areas within Master Plan for GNI, beyond the Township) and other components of the RfP, as applicable:

- **Transit oriented development:** Create low to mid density, mixed-use, walkable urban centres seamlessly connected through public transport.
- **Sustainability:** Establish an eco-community and environmentally friendly development integrating best practices of sustainability across all scales and stages – planning, design, implementation and management.
- **Diversity and mixed use: Ensure** Balanced development through healthy mix of uses, range of housing options, and elimination of single use functional zones.
- **Compact cities:** Create compact, walkable, human scale urban centres that feel like small cities located at different nodes between Campbell Bay and Gandhinagar, separated by forested hills and stream buffers.
- **Integrated public realm:** Build a continuous public realm with an active vibrant coastal front and network of green spaces integrated with community and civic uses.
- **Promoting Mixed landuse** in area-based developments — planning for ‘unplanned areas’ containing a range of compatible activities and landuses in compact plans.

- **Preserved and enhanced open spaces** — Deliver blue-green networks, parkway systems, playgrounds, and recreational spaces in order to enhance the quality of life of citizens, reduce the urban heat island effects and manage storm and flood waters sustainably.

Initially development of trunk infrastructure - roads, transit, and water, waste water, power infrastructure etc. will be undertaken. This will activate residential, commercial and tourism land areas.

The Draft Master Plan for the Holistic Development of GNI shall be used as a guiding document for the preparation of the Detailed Master Plan for the Township. Changes/deviation, if any, shall be made by the Consultant with the prior approval of the Employer.

3.2 Scope of work

The holistic development of Great Nicobar Island is proposed in an area of 243.7 sq. km. A draft Master Plan for the holistic development of Great Nicobar Island covering an area of 166.1 sq.km including International Container Transshipment Terminal, Green Field International Airport, Power Plant and Township has been prepared. The area of the township as per the Draft Master Plan is 150.34sq.km. The draft Master Plan lays down the framework for future planning and development for GNI. The Consultant shall undertake a detailed review and assessment of the draft Master Plan and identify key principles, strategies, frameworks etc. that may be integrated into the Detailed Master Plan for the Township and the Outline Development Plan for 77.60 sq km (for remaining areas within Master Plan for GNI, beyond the Township) and to ensure proposals made by the appointed consultant as far as possible comply with the vision therein. Any variation from the same will require prior approval from the Employer.

The scope of work for the Detailed Master Plan for the township covering an area of 150.34 sq. km is further defined below:

Deliverable 1: Detailed Master Plan for Township covering an area of 150.34 sq.km

A Detailed Master Plan for the Township covering an area of 150.34 sq.km is to be prepared for adoption as the statutory Master Plan for the GNI Township as per provisions of the Andaman and Nicobar Islands Town and Country Planning Regulations - 1994 (ANITCP Regulations) and Andaman Nicobar Islands Town and Country Planning Rules - 2005 (ANITCP Rules).

The Detailed Master Plan for the Township, based on TOD principles as per the National TOD Policy, shall include:

- Detailed access and movement strategy including street network and hierarchy and detailed sustainable multi-modal traffic and transportation management proposals addressing the existing and future mobility requirements. The comprehensive mobility plan, as per MoUD best practices guidelines (URDPFI) shall be prepared to include motorized, non-motorized, public and private networks. Roads should be designed with due consideration for environment and safety of users.
- Detailed land use and transport integration proposals indicating distribution of predominant land uses, key economic hubs (including that for tourism), mandatory mixed-use stipulations for vertical / horizontal mixing of uses, affordable housing etc.
- Detailed social Infrastructure proposals including health, education, civil supplies, disaster management, etc. based on techno-economic parameters
- Detailed public open space proposals including blue-green networks.
- Based on the above, a Comprehensive Vision Plan for the Township.
- Detailed physical infrastructure proposals based on 'closed-loop resource management' for water supply, sewerage, drainage, power (including renewables), solid waste management, recycle and re-use of water, rainwater harvesting etc. based on techno-economic parameters.
- Detailed livelihood enhancement strategies based on a diverse economy
- Detailed tourism enhancement and marketing strategies with identification of tourism related clusters/circuits/hubs etc.
- Detailed phasing strategy is to be developed including three sub-phases. The phasing strategy should be informed by a multi-criteria framework including parameters such as development feasibility, market viability, catalyst potential, amongst others.
- Recommendations for additions /revisions to existing policies, regulations, plans etc to create an enabling statutory and regulatory framework.

The proposals for the Township shall provide due consideration to the development of International Container Transshipment Terminal (ICTT) and the International Airport. The consultants shall integrate and dovetail the proposals of township development plan with the proposals of development of ICTT and Airport with regards to Solid Waste Management, water supply system, sewage management system, Transportation Infrastructure, Power Supply, Housing, etc.

The above shall inform / guide deliverables 2 to 6 of the RfP. Additionally, to fulfil requirements of the provisions of ANITCP Regulations and Rules for adoption as a Statutory Plan, the Detailed Master Plan shall include:

- The Existing Land Use Map to have an idea of relationship between existing and proposed land use.
- The Proposed Land Use Map.
- Delineation of Zones (for the preparation of Zonal Plans).
- A narrative report, supported by maps, charts and other documents explaining the provisions of the Master Plan.
- Provisions for enforcement of the Master Plan and the manner in which permission for the Development may be obtained.
- The Phasing of implementation of the Master Plan.
- An approximate estimate of the cost of land acquisition for public purposes involved in the implementation of the Master Plan.
- A note indicating the priorities assigned to the Projects included in the Draft Master Plan.
- A note indicating the role being assigned to different Government Departments and Local Authorities for the enforcement and implementation of the Draft Master Plan.

Additionally, the Consultant shall be responsible for providing necessary support for obtaining Environmental Clearance, CRZ Clearance and other clearances and approvals pertaining to the Master Plan including preparation of an Environmental Impact Assessment, as required.

Study and Review of the existing draft Master Plan and PEDR reports

- Various studies have already been undertaken and reports prepared which need to be studied and reviewed by the consultant:
 - i. Vision Document for Sustainable Development of Great Nicobar Island.
 - ii. Site Assessment Report.
 - iii. Area Delineation and Sector Development Identification Report.
 - iv. Draft Master Plan including site analysis, landuse plan, phasing plan, facilities for power, water, public transport, liquid & solid waste management, environment management plan, etc.
 - v. Preliminary Engineering Design Report (PEDR) for water & waste water treatment system and PEDR for power generation & distribution.
 - vi. EC/CRZ and FC clearance issued by MoEF&CC.
- Collection of any other additional primary and secondary data will be responsibility of the Consultant. This includes, but is not limited to:

- Socio-economic data including characteristics of various economic sectors, employment, population and demographic characteristics, etc.
- Estimate of the population and activity level that can be supported in relation to levels of urban development (Density, location, land-uses, scale, etc.).
- Environment and natural resources including forests, rivers, lakes and other water resources, protected areas, natural drainage areas and flooding areas, ravines, sanctuaries/biodiversity areas, high value natural scenic sites including the heritage areas etc.
- Physiography including climate, winds, topography, geology, natural risk sites etc.
- Built-up environment and existing land use in detail.
- Transportation infrastructure including road based, waterways and air transport networks.
- Physical infrastructure data including water supply, electricity, sewerage system, solid waste treatment facilities and telecommunication.
- Social infrastructure data including hierarchy of educational, health and other community facilities, their distribution and accessibility.
- Projects under implementation including the inventory of all infrastructure, housing, industrial and real estate projects.
- Collection of all primary and secondary data will be responsibility of the Consultant.
- All the spatial data captured or possible to display spatially must be submitted in GIS format.

Deliverable 2: Zonal Plans and Phasing Strategy (for the entire Township area)

- Under the provisions of the ANITCP Regulations, Zonal Plans that shall be prepared for the entire Township based on TOD Principles. Zonal Plans will provide a link between the Master Plan and Layout Plans and will contain all necessary information according to which the area in the Zones will finally be developed including street network / circulation system, existing and proposed use-zones, provision of social infrastructure, parks and open spaces, etc. The zonal plans should be prepared broadly on the guidelines prescribed under URDPFI Guidelines 2014 of MoHUA. The Zonal Plans shall also be a statutorily adopted Plan, as part of the detailed Master Plan.
- Zonal Plan boundaries shall be identified/delineated to align with the Phasing Strategy such that each Phase comprises of 2 to 3 clearly identifiable zones that are self-sufficient urban clusters which can be seamlessly integrated with the rest of the Township as it develops.
- Within each Zone, across the entire Township, Character Areas shall be identified based on existing parameters such as topography, landscape character, morphology, location within the Township etc., and proposed built environment characteristics such as land use, density, building heights etc. Each Zonal Plan may comprise of one or more Character Areas.

- For each identified Character Area, specific Planning and Design Guidelines need to be prepared for site planning, public space, blue-green networks, and streets, amongst others. In addition, Architectural Design Guidelines should be prepared to ensure a distinctive 'Great Nicobar' identity. It can be established for the Township based on vernacular building traditions (as applicable), climate sensitivity, and sustainable construction technologies that are appropriate for GNI.

Deliverable3: Layout Plans (for each Zonal Plan to be implemented in the first 10 years)

- Detailed Layout Plans need to be prepared for areas within Zonal Plans to be implemented within 10 years.
- Layout Plans shall indicate the configuration and sizes of all development parcels. Each Zone may have one or more Layout Plans depending upon the extensiveness of the area under the specific Zone. Layout Plans may also include one or more Character Areas or part thereof.
- A Layout plan will indicate the location of all proposed and existing roads with their widths, dimensions of plots along with building lines and setbacks, location of drains, public facilities and services and electric lines etc, statement indicating the total area of the site, area under roads, open space for parks, playground, recreational spaces and other public places, etc.
- Accordingly, Layout Plans shall be prepared clearly identifying the following for each development parcel:
 - Land use distribution (including distribution of pre-dominant land uses within mixed use neighbourhoods, social amenities etc) integrated with transport.
 - Street network and hierarchy, to ensure complete streets with clear route choices for all modes.
 - Transport network and infrastructure, to enable sustainable mobility, NMT priority and multi-modal integration (including Parking Management Areas with on and off street parking provision based on travel demand management principles).
 - Urban Design - Built form, Public Space Network and Hierarchy.
 - Blue-green network (including natural water resources, forests, green public open spaces, areas of ecological significance, nature-based systems etc), to enable sustainable storm water management and enhance ecological value.
 - Net Zero Strategies.
 - Density and FAR distribution scenarios.
 - Architectural Design Guidelines.
 - Development Control Regulations.
 - Infrastructure Development.

Further details are provided below:

- Additionally, the detailed planning of physical infrastructure shall be based on layout plans clearly identifying the road and transport network, utilities viz. water supply, storm water drainage and underground sewerage and solid waste collection and disposal etc.

Land use distribution, integrated with transport

- Within mixed-use neighbourhoods the layout plans should also earmark:
 - Areas that are proposed as predominantly Residential for providing various types of houses for the projected population
 - Areas that are proposed as predominantly Institutional for development of institutions as per the planning norms and standards
 - Social amenities viz. educational and health facilities, community centres, etc.
 - Areas that are proposed as predominantly space allocated for development related to tourism and commerce including eco-tourism, coastal tourism, adventure tourism etc.
 - Reservation for public purpose if any.

Integration with transport should be considered in the above.

Street Network & Hierarchy

The Draft Master Plan already includes road network proposals up to collector streets. The road sections for the same have been finalised. The roads below this have to be planned with the development of specific layout plans.

- Layout plan with street network and hierarchy shall include the following:
 - Junction design for safe and convenient crossings for NMT,
 - Street designs with equitable distribution of road space.
 - Provisions for access to various land plots,
 - Demarcation of spaces for markets,
 - Parking areas for on-street parking (as part of Parking Management Area),,
 - Squares,
 - Parks and other public areas,
 - Other aspects with regard to street network
- Detailed proposals for urban design are to be prepared for all these areas with a strong emphasis on Non-Motorised Transport infrastructure and its integration with the proposed public transport system.

- The plan should include the following:
 - Installation of street furniture,
 - Signages,
 - Waste collection bins,
 - Street lights,
 - Specification of materials to be used for pedestrian paths and cycling tracks
 - Tree plantation plan and landscaping,
 - Provision of assigned spaces for street vendors and
 - All other details that go into making of complete streets and urban place making for the residents and tourist.

Transport network and infrastructure

- The transportation plan should lay emphasis on:
 - A comprehensive mobility plan as per MoUD best practices guidelines(URDPFI).
 - Promotion of integrated public transport including Bus Rapid Transit as per suitability.
 - Integration with water based transport systems like jetties with land based public transport.
 - Establishing seamless integration between different modes of public transport with Non-Motorised Transport and pedestrian movement.
 - Non-Motorised transport.
 - E-charging infrastructure for Electric Vehicles.
 - Provision and location of bus terminals.
 - Parking as a Travel Demand Management (TDM) tool.

Urban Design - Built form, Public Space Network and Hierarchy

- Detailed urban design plans have to be prepared for all the identified areas that attract high footfall like institutional buildings, transport nodes, tourism hot spots. The urban design plans shall include:
 - Network of public places and important streets including their hierarchy (plazas, promenades, pedestrian priority streets etc.).
 - Building heights, Active frontages, etc.
 - Access to various buildings / properties.
 - Street furniture.
 - Location of public conveniences.
 - All other aspects pertaining to urban design have to be incorporated.

Net Zero Strategies

- The carbon emission from the township need to be offset and it must be the endeavour to achieve a Net Zero status for carbon emission. This is to be achieved by:
 - Promoting integrated mix used development around Transit Oriented Development (TOD) corridor.
 - Promotion of blue greens networks and infrastructure.
 - Prescribing optimal FAR and densities based on the potential for development.
 - Ensuring efficient resource management.

Density and FAR distribution scenarios

- Prepare various development scenarios for the identified land parcels in order to promote the development as indicated in the Draft Master Plan. The scenarios should allow development that is sufficient for the projected population up till 2047 and to meet the various commercial, institutional and recreational requirements.
 - Areas may be identified for promotion of low, medium and high density development.
 - Pockets along the urban clusters may be identified for higher FSI and development of iconic buildings along the coastal areas.

Development Control Regulations

- Preparation of TOD-based Development Control Regulations for the proposed township, to ensure the objectives of the Project are met. This will include, amongst others:
 - Provision for setbacks, ground coverage and building height.
 - Provision of FAR and densities.
 - Mix of uses.
 - Provision of open space.
- Ensuring integration of all the features of green and sustainable buildings as proposed in the Model Building Byelaws, 2016 prepared by Ministry of Housing and Urban Affairs (MoHUA), Government of India, including:
 - Structural safety and measures for disaster risk reduction.
 - Micro hazard zone mapping.
 - Fire safety.
 - Rain water harvesting.
 - Promotion of green buildings with focus on energy efficiency.

Blue-green network

- Detailed plans for development of environment conservation areas including natural water resources, forests, green public open spaces, areas of ecological significance, nature-based systems, parks and gardens, conservation of existing blue and green infrastructure.
 - Identification of green and blue areas at layout level that need to be conserved.
 - Identification of sites to be developed as parkways, ecological corridors botanical gardens.
 - Blue infrastructure like ponds, natural drainage channels and other natural water bodies need to be identified and no-development zone should be marked out in order to conserve them.
 - Recreational areas, parks and gardens plans may be integrated with the green and blue infrastructure.

Deliverable 4: Detailed Project Reports (DPR) for infrastructure components (of all Layout Plans)

- DPRs need to be prepared for infrastructure components of all Layout Plans within Zonal Plans. These shall include DPRs for road network, water supply, sewerage system, solid waste management, sustainable storm water management IT infrastructure and power distribution system.
- The road network proposals will include road from the spine road to the roads at the layout level. The construction of road to be divided into separate implementable packages and DPRs for the same to be prepared.
- Location of the fresh water sources and location of Elevated Storage Reservoirs have been proposed in the Draft Master Plan. The network of water supply lines and the details thereof will need to be designed at the township level to individual layout level with provision of water supply to each individual building / property. The layout of these water supply treatment and distribution network has to be prepared in combination with road network and other utilities. This will be a separate project for which a DPR is to be prepared.
- The locations of proposed Sewerage Treatment Plants (STP) have been identified. The design of the sewage network at the township and layout level, including connection to each individual building / property and the design of STPs will be a separate project for which a DPR is to be prepared.
- The Solid Waste Management solutions for waste collection and transportation, storage, segregation, treatment and disposal, which are advanced, futuristic and

techno- economically feasible will have to be identified. This will be a separate project for which a DPR is to be prepared.

- Robust network of ecologically sensitive landscape based sustainable storm water management solutions including storm water drains, construction of flood reservoirs, that can cater to the rainfall in the area and significantly mitigate the chances of urban flooding has to be put in place. DPR for management of storm water has to be prepared. IRC SP 50 should be taken into consideration
- Preparation of infrastructure for robust IT connectivity and digitalization, by laying of Optical Fibre Network (OFN) at the township, zonal and layout level and providing access to OFN to all the buildings. A DPR for IT infrastructure has to be prepared.
- Distribution network for power supply has to be planned for the township. Location of distribution substations, the network of power supply lines have to be worked out at township, zonal and layout level. Design may include provision for solar power generation at roof top and other open areas like parks and gardens, parking areas and other places where solar energy can be harnessed. Other renewable and clean sources of power generation may be explored and integrated into the design. A DPR in this regard needs to be prepared.

Consultations

- The consultant should undertake consultations with all relevant stakeholders and consult key Government and Parastatal agencies for their involvement in planning, operation and maintenance of facilities and services in the proposed township. These agencies / stakeholders include, but are not limited to:
 - Public Works Department.
 - Town and Country Planning cell.
 - Panchayat Raj Institutions.
 - Tribal councils.
 - Department of Disaster Management.
 - Defence establishments.
 - Forest department.
 - Airports Authority of India.
 - The concerned experts of Ministry of Ports, Shipping and Waterways.
 - Power Department.
 - Local settlers.
- All the proposals shall comply to the planning and design requirements of Seismic Zone-V.
- Any other aspect deemed necessary to be included by the Employer shall be considered to be included in the proposal by the consultant.

Deliverable 5: Implementation Framework (for the entire Township)

The consultant shall detail out the road map for implementation of the Detailed Township Master Plan clearly identifying the role of public and private sector. For the purpose of implementation, detailed costs shall be worked out for each of the infrastructure component. Broad cost estimates for the remaining Phases shall be included. Any other associated cost for development of the township shall also be mentioned. Financial models exploring alternative ways of implementation of the project shall be presented for phase wise development.

In the implementation of the township, it is planned that only the land required for key urban infrastructure would be mobilised by land acquisition. In the remaining areas the land is owned by various government agencies as well private individuals. Therefore, for the development of the remaining parts of township appropriate land development models including land pooling may be explored with all possible innovations. These should be evaluated against existing statutory and regulatory provisions.

Deliverable 6: Business Plan (for the entire Township)

The consultant shall prepare a business plan for the entire Township, identifying locations/zones, projects and activities in which private investments can be attracted. These projects may include projects in housing, hotels, recreational activities, water front developments, promotion of other economic activities, development of public amenities, etc. The business plan should correlate with the phasing strategy. The funds and development requirements from each phase should be met with the business plan. A phase wise Capital Investment Plan and a Financial Operative Plan should also be prepared.

A business plan should clearly bring out how much development is planned in each phase, what would be the requirement of funds, what are the sources of funds and how these requirements can be met. Projects attractive to private sector should be identified and their tentative revenue potential should be worked out. Projects which have the potential to bring in revenue and trigger other developments should be planned in earlier phases so that their revenue can be channelised in financing of other developments.

For public amenities, innovative models may be explored wherein private/commercial entities are allowed to use a part of public land in lieu of management of surrounding public areas. Various such models may be studied from Indian cities and other comparable examples from different parts of the world. A sound business plan is of critical importance to bring in investments and channelising the funds for the development of township.

Deliverable 7: Outline Development Plan (ODP) for remaining areas within Master Plan for GNI, beyond the Township

An Outline Development Plan (ODP) is to be prepared for remaining areas within Master Plan for GNI, beyond the Township, equalling 77.6 sq. km. The ODP shall identify the following:

- Areas fit for development.
- Access strategy and corresponding road network and hierarchy.
- Development Sectors.
- Broad blue-green network.
- Land use plan with a distribution of predominant land uses including location of key city level amenities, facilities, and infrastructure.
- Conceptual infrastructure plan.
- Any catalytic projects that may be strategically important for the holistic development of GNI.

For this, the consultant shall undertake primary and secondary data collection, undertake consultation with identified stakeholders, assess the development potential, and environment sensitivities, amongst others.

Master Plan Notification

The consultant shall assist the employer in all processes related to notification of the detailed Master Plan under the provisions of A&N Islands Town and Country Planning Regulation-1994 and A&N Islands Town and Country Planning Rules - 2005, receiving objections and suggestions and incorporating the same into the final master plan. Additionally, the Consultant shall be responsible for providing necessary support for obtaining Environmental Clearance, CRZ Clearance and other clearances and approvals pertaining to the Master Plan. All studies, including Environment Impact Assessment, required for the purpose shall be undertaken by the Consultant. The Consultant shall also assist the Authority in conducting public hearing, preparing and making presentations etc., and addressing the comments and suggestions received during the EC process with a view to getting environmental clearance from the competent authority.

The consultant shall provide all hand holding support to the employer for three years after the notification of the final master plan for any matters pertaining to consultation, making presentations and integration of township master plan with any other agencies working for the development of Great Nicobar Island including the Airports Authority of India and the agency involved in development of the Port at GNI.

3.3 Team composition

The Consultant must have a team of experts who can produce best quality and timely deliverables. The minimum team of the consultant must consist of the following personnel:

1. **Senior Urban Planner (Team Leader)** : 1 No.
2. Architect and Urban Designer : 2 No.
3. Structural Engineer : 2 No.
4. Water Supply and Sewerage Expert : 1 No.
5. Transport Planner : 1 No.
6. Finance Expert : 1 No.
7. Environment Specialist : 1 No.
8. Landscape and Ecology Expert : 1 No.
9. Disaster and Climate Expert : 1 No.
10. Housing Specialist : 1 No.
11. Real Estate Expert : 1 No.
12. Hospitality Expert : 1 No.

The ToR for the proposed positions is as follows:

Profession	Years of Professional Experience	Minimum Qualification	Specific Experience
Team Leader – Senior Urban Planner	15	Master's degree in urban Planning or allied field	<p>The Team Leader shall have a minimum experience of 15 years of in TOD Zone Plans/ Master Plans/Development Plans/ Structural Plans/Action Plans with experience in GIS/RS based Master plans.</p> <p>Should have led area base planning assignments with regard to Local Area Plans. Experience on coastal zone development will be preferable.</p>

Profession	Years of Professional Experience	Minimum Qualification	Specific Experience
Architect & Urban Designer	10	Master's in Urban Design/Architecture	Architect & Urban Design expert shall have minimum 10 years' experience in preparation of urban design plans. Experience in TOD Plans and Schemes is essential.
Structural Engineer	10	Masters in Structural Engineering.	Should have a minimum of 10 years relevant experience in Structural Engineering Design having experience in designing buildings in seismic zones.
Water Supply & Sewerage specialist	12	Master's degree in Public Health Engineering (PHE)/ Infrastructure Planning or Bachelor in Civil Engineering with field experience in water supply and sewerage projects designing	Experience in water supply and sewerage projects planning and designing. Depth knowledge in various Indian design standards like BIS, CPHEEO Manuals etc.
Transport Planner	10	Master's degree in the Transportation Planning/Infrastructure Planning or allied subject	The Transportation expert will have university degree in transportation planning and a related planning/engineering discipline, combined experience in planning and development. Experience in Transit Oriented Development (ToD), travel demand estimation, Comprehensive Mobility Plan (CMP), Public transport (Mass transit systems).

Profession	Years of Professional Experience	Minimum Qualification	Specific Experience
Financial Expert	12	Post Graduate degree in finance or economics	The Financial expert will have extensive experience in municipal finance, project management, resource mobilization, public private partnership and urban infrastructure development. Expert will have experience in public policy preparation or toolkits preparation in resource mobilization for Indian cities
Environment Specialist	10	Master's degree in the Environmental Engineering or allied subject	Experience in preparing environmental strategies, CRZ rules, Solid Waste Management Manual and related environment issues and standards/guidelines in India
Landscape and Ecology Expert	10	Master's degree in Landscape or Ecology or allied subject.	Experience in preparing blue green strategies and dealing with conservation of natural forest areas and biodiversity.
Disaster and Climate Expert	10	Master's in Disaster Management or allied subjects	Experience in Disaster Management and Climate Change Experience in planning and developments in areas of high seismic in coastal areas, involving earth quake and tsunamis.
Housing Specialist	10	Master's degree in the Housing Planning or related field	Experience in slum redevelopment, housing standards, GIS/Remote sensing

Profession	Years of Professional Experience	Minimum Qualification	Specific Experience
Real Estate Expert	10	Master's Degree	Experience in Real Estate Development Projects
Hospitality Expert	10	Master's Degree	Experience in development of Hospitality/Tourism.

3.4 Expected Deliverable and payment milestones

Stage	Deliverables	Time period	Payment
Detailed Master Plan and DPRs for Township measuring 150.34 sq.km.			
I	Inception / Preliminary Report	D + 1	5%
II	Data collection including review of draft Master Plan, PEDRs etc.	D + 2	5%
III	First Draft of Detailed Master Plan (For Receiving suggestion and objections)	D + 4	5%
IV	Final Draft of Detailed Master Plan	D + 5	10%
V	Preparation of DPRs	D + 6	20%
VI	Draft Business Plan	D + 7	5%
VII	Final Business Plan	D + 8	5%
VIII	Approval of all competent authorities and notification of the Master Plan	D + 9	30%
	Sub Total	9 Months	85%

Outline Development Plan for Balance Area of 77.6 sq. km.			
IX	Data Collection and Inception / Preliminary Report	D + 10	5%
X	First Draft of Outline Development Plan (For receiving suggestions and objections)	D + 11	5%
XI	Final Outline Development Plan	D + 12	5%
	Sub Total	3 Months	15%
	Total	12 Months	100%

The Agencies/consultants shall submit 3 sets of hard copies and a soft copy (word & pdf versions) of final Master Plan within the stipulated time.

3.5 Expected Duration of Assignment / Period of Engagement : 9 Months + 3 Months

The task of preparation of Detailed Master Plan along with DPRs has to be completed within a stipulated period of 9 Months from the date of award of work. Within **1 Month** of award of work, the selected agencies/consultants shall formulate a road map for completing the task specifying each and every activity and its time schedule. This shall be used for monitoring the progress of task and shall be linked with release of towards the preparation of Master Plan.

Subsequent to the preparation of the Detailed Master Plan mentioned above, the preparation of Outline Development Plan for the balance 77.6 sq.km area (out of the total 243.7 sq. km area earmarked for the development of GNI) has to be completed within 3 months. The consultant shall undertake data collection, identify and undertake consultation with various stakeholders, assess the development potential, environment sensitivities, identify development sectors, delineate areas for development and list potential projects in the Outline Development Plan.

3.6 Tentative commencement date: The date of commencement of obligation shall be from the date of signing of the contract and furnishing of performance security.

Section 4. Eligibility and Evaluation Criteria

4.1 Pre-qualification criteria

The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder has to meet all the criteria set out in this clause to be eligible for evaluation. The Bidder shall fulfil **all** the conditions as mentioned in table below:

S. No.	Eligibility Condition	Documentary proof to be submitted
1	Financial Capacity: The Consultant have an average annual turnover of at least INR 36 crores in three (3) consecutive financial years in last four (4) financial years from the date of bid submission.	Audited Financial statements from Chartered Accountant or Statutory Auditor as per Form Tech 11.
2	Experience in atleast one project of area measuring atleast 50 sq. km related to preparation of Development Plan/Master Plan of township/urban settlement is mandatory to be considered eligible. However, experience in projects of area larger than 100 sq km will receive additional points in technical score. Experience related to planning of Township / Urban settlement, covering aspects such as Land Use Planning, Development Regulations, Urban Design proposals, Land Pooling / Town Planning Scheme, proposals for infrastructure development etc. undertaken in the past ten (10) years shall be considered for evaluation.	Work orders / completion certificate confirming year and area of activity along with issuing Authority (Central or State Government) as per Form Tech 12.
3	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Undertaking in the prescribed format
4	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	Undertaking in the prescribed format

Consultants are allowed to form consortiums and bid for the project. The consortium should not consist of more than two consultant firms. The responsibilities to undertake all the activities detailed out in the scope of work shall rest with the lead consultant from the consortium. The team leader and more than fifty percent of the experts listed in the team should invariably be a part of lead consultant. He should be available in all important meetings and presentations.

4.2 Evaluation

Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:

S. No.	Criteria	Weightage	Documents to be submitted
I	Specific experience of the consultant firm relevant to the assignment / job	35 marks	Copy of work order alongwith client certificate specifying similar experience or completion certificate issued by client.
(i)	Each project of master planning of township/urban settlement of 50 sq. km and above area will carry 2 marks. Each project of master planning of township/urban settlement of 100 sq. km and above area will carry 5 marks. (maximum 20 marks)	20 marks	
(ii)	(a) Experience in master planning of township/urban settlement in coastal areas will carry 7.5 marks (b) Experience in planning of disaster prone areas for earthquake, tsunami and flooding will carry 7.5 marks (maximum 15 marks)	15 marks	
II	Adequacy of the proposed methodology and work plan in response to the terms of reference.	20 marks	As per Form Tech 3 and Tech 4
	Sub-criteria:		
	a) Technical approach & methodology	10 marks	
	b) Work plan and comments & suggestions on ToR	5 marks	
	c) Proposals on ecology and sustainability	5 marks	

III	Key professional staff: Qualification, experience and competency for the assignment.	45 marks	As per Form Tech 3 and Tech 4
	Total	100 marks	

Qualifications, experience and competence of each of the key professional as per (III) above will be evaluated separately. The marks for key professionals will be further divided as under:

S. No.	Team	Weightage
I	Senior Urban Planner (Team Leader)	20%
II	Other key professionals	80% (This will be further divided into individual professionals)
1	Architect and Urban Designer	10%
2	Structural Engineer	5%
3	Water Supply and Sewerage Expert	10%
4	Transport Planner	10%
5	Finance Expert	5%
6	Environment Specialist and Climate Change expert	10%
7.	Landscape and Ecology expert	10%
8.	Disaster Risk Mitigation expert	10%
9.	Housing Specialist	5%
10.	Real Estate Specialist	2.5%
11.	Hospitality Expert	2.5%
	Total	100%

For evaluation of each of the key professionals the following sub-criteria shall be followed:

S. No.	Criteria	Weightage
A	Educational qualifications	20%
b	Adequacy for the assignment / job (Experience in carrying out similar assignment/job)	70%
c)	Experience of Urban Sector in India	10%

Minimum Technical Score required to be considered as qualified shall be 75%.

<u>Sr. No.</u>	<u>Particulars</u>	
1	Method of Selection:	Quality and Cost Based Selection (QCBS)
	<p>The technical quality of the proposal will be given a weightage of 70%. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 75%) will be opened.</p> <p>The proposal with the lowest cost may be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to their prices. The technical proposal shall be allocated weight of 70%. For working out the combined score, the employer will use the following formula:</p> <p>Total points = T (w) x T (s) + F (w) x LEC / EC, where T (w) stands for weight of the technical score. T (s) stands for technical score F (w) stands for weight of the financial proposal EC stands for Evaluated Cost of the financial proposal LEC stands for Lowest Evaluated Cost of the financial proposal.</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required</p>	
2	Expected date for commencement of consulting Assignment/job	
3	Location for performance assignment/job:	

Annexure A: Standard Forms (Technical)

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sir(s):

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant], MOU/ agreement on this regard is also enclosed.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the proposed validity period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive. Power of attorney in the name of the authorised signatory is also enclosed.

We remain,

Name of Firm Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	

1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE
AND ON COUNTERPART STAFF AND FACILITIES TO BE
PROVIDED BY THE EMPLOYER**

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer, Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan:** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing:** The consultant should **propose and justify** the structure and composition of their team. The consultant should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sl. No.	Name of Staff	Name of Firm	Area of expertise	Position / Task assigned for this job

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

b) Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

c) Name of Firm:

[Insert name of firm proposing the staff]:

d) Name of Staff:

[Insert full
name]:

e) Date of Birth:

f) Nationality:

g) Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

[To Year]:

Employer:

Positions held:

h) Detailed Tasks Assigned [List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned.

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment/job or

project: Year:

Location:

Employer:

Main project

features: Positions

held: Activities

performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized

Place:

representative of the staff]

[Full name of authorized representative]:

STAFFING SCHEDULE

S. No.	Name of Staff	Staff input (in the form of a bar chart)												Total 12 Months
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

Note:

- i) For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- j) Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

WORK SCHEDULE

S.No.	Activity		Weeks										Total 12 Months
			1	2	3	4	5	6	7	8	9	10	

1.

2.

3.

4.

k) Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.

l) Duration of activities shall be indicated in the form of a bar chart.

**COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT
CONTRACT**

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
AND DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Financial Capacity of Applicant

Sl. No.	Financial Year	Annual Turnover (Rs. In Cr.)
1.	2021 – 22	
2.	2020 – 21	
3.	2019 – 20	
4.	2018 – 19	

Certificate from the Statutory Auditor

This is to certify that the Average Annual Turnover of (name of the Applicant) excluding the subsidiary/subsidiaries during the last three consecutive financial years. The (name of the applicant) has earned profit in financial year

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Applicant's Experience for Completed Projects

1	Project Name :	8	Narrative Description of Project :
2	Project Location :	9	Description of actual services provided :
3	Name of Client :	10	Professional Services Provided by the firm :
4	Project Cost :	11	No. of person, months of professional staff by the firm :
5	Start Date (Month/Year) :	12	Project Fees :
6	Completion Date (Month/Year) :	13	No. of person, period of professional staff on the project
7	Names of Associated firms/Consultant, If any :	14	Status of the firm in the association/Consortium/JV :

Note:

- I. In support of the information, copies of completion certificates issued by clients must be enclosed and properly referenced with Page no. indicated in the format. The Work orders/Agreement/Award letters shall also be submitted and properly referenced. In respect of executed works/assignments, if completion certificates are not available, the bidder should enclose a certificate, for each of the work/assignment, duly countersigned by a chartered accountant, indicating the details of the project, nature of work/assignment carried out by the consultant, amount already received.
- II. The specific details of the nature of works (consultancy provided for) must be given.
- III. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.
- IV. All the documents must be clearly numbered and the reference page no. should be provided in the format. Documents not numbered and/or not referenced properly shall not be considered for evaluation.

FORM TECH-13

Format for Power of Attorney for Lead Member of Consortium

(Refer Clause 3.1)

(To be executed on Stamp paper of appropriate value)

Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs. 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Whereas the (Client) has invited Bids from interested parties for RFP for “Appointment of Consultants for Preparation of Detailed Master Plan for Township in Phase-I Area of Great Nicobar Island”.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document, and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSTHAT;

We, M/s. (Lead Member), and M/s and M/s
(the respective names and addresses of the registered office) do hereby designate M/s.
..... being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings withClient, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with(Client).

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this theDay of2022

(Executants)

(To be executed by all the members of the Consortium)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Format for Memorandum of Understanding (MOU)

(On Non – judicial stamp paper of Rs. or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____ day of _____ 2022 at _____ among _____ and having its registered office at _____, (hereinafter referred as “_____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

And

_____ and having its registered office at _____, (hereinafter referred as “_____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part

And

The parties are individually referred to as Party and collectively as Parties.

WHEREASClient, has invited Request for Proposal (RFP) from entities interested for Appointment of Consultants for Preparation of Detailed Master Plan for Township in Phase-I Area of Great Nicobar Island, (“Project”) as per the terms contained in the RFP Document.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
2. That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories, as the case may be and in accordance with in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.

3. That this MoU shall be governed in accordance with the laws of India and courts in shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party

2. Second Party

Witness:

Form of bank guarantee for earnest money

WHEREAS _____ [Name of Bidder] (hereinafter called "the Bidder ") has submitted his bid dated _____ [Date] for 'Appointment of Consultants for Preparation of Detailed Master Plan for Township in Phase-I Area of Great Nicobar Island'. KNOW ALL MEN by these presents that

We _____ [Name of Bank] of _____ [Name of Country] having _____ our _____ registered _____ office at _____ (hereinafter called "the Bank") are bound unto.

The (Client) in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the Client and the Bank binds himself, his successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified in the Bid Document.
or
2. If the Bidder having been notified of the acceptance of his Bid by the Client during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the provisions of Bid Document, and/or
 - b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of Bid Document.

We undertake to pay to the Client up to the above amount upon receipt of his first written demand, without the (the Client) having to substantiate his demand, provided that in his demand (the Client) will note that the amount claimed by him is due to him owing to the occurrence of one of the two conditions above, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 days after the deadline for submission of bids as such deadline is stated in the Bid Document or as it may be extended by (the Client) notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME & ADDRESS OF WITNESS

Annexure B: Standard Forms (Financial)

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS

S. No.	Particulars	Form	Amount in Rupees *	Amount in words
1	Remuneration (Key Professionals and Support Staff)	FIN 3		
2	Miscellaneous expenses	FIN 4		
3	Service Tax / Any other tax			
	Total			

Authorized Signature

Name:

Designation

Name of firm:

Address:

BREAKUPOF REMUNERATION

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

(for details please refer to Note below)

S. No.	Name of Staff	Position	Man Month Rates (A) in Rupees	Proposed Man Months (B)	Total Amount in Rupees.* (A)*(B)
Key professionals * ¹					
1					
2					
3					
4					
Support Staff * ²					
1					
2					
3					
	Total				

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

*1 Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category

Total Remuneration = _____ Amount in Rupees

(Amount in Words):

Note:

1. Professional Staff should be indicated individually; Support Staff should be indicated per category. Cost of Secretarial services, if any, will be indicated in form Fin-4.
2. Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
3. Indicate separately staff-month rate for each activity separately.

FORM FIN-4

BREAKUPOF REIMBURSABLE EXPENSES

(Clause no. 9, Ref no 9.6)

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Activity

No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount
1.	Travel expense flights/Train	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs				
5.	Office rent/accommodation/ clerical assistance				
6.	Other Expenses				

Total Reimbursable: = _____ Total amount in Rupees.

Amount in words:

Annexure C: Standard Form of Contract

	Contents	Page No
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	Appendix C - Staffing Schedule	
	Appendix D - Cost Estimates	
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CONTRACT FOR CONSULTANTS' SERVICES

between

[Name of the Client]

and

[Name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the UT Administration of Andaman and Nicobar Islands acting through (designation), the ANIIDCO, (office address), [name of employer] (hereinafter called the "Employer"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the "Consultant").

WHEREAS

- (a) the Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated ____ issued by the Employer ;
- (b) the "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the "Employer"

2. The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the "Employer" shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

In presence of

1. For and on behalf of the ANIIDCO [name of "Employer"]

(Witnesses)

(i)

[Authorized Representative]

(ii)

2. For and on behalf of [name of Consultant]

In presence of

(Witnesses)

(i)

(ii)

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the

3. Consultant

[name of member]

[Authorized Representative]

4.

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1.1 Definitions

- a. “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- b. “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- c. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the RFP document and the Appendices.
- d. “Day” means calendar day.
- e. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f. “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- g. “GC” means these General Conditions of Contract.
- h. “Government” means the UT of Andaman and Nicobar Islands Administration.
- i. “Local Currency” means Indian Rupees.
- j. “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- k. “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- l. “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

- m. “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract, as deemed by the ANIIDCO].
- n. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- o. “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- p. “Third Party” means any person or entity other than the “Employer”, or the Consultant.
- q. “In writing” means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Data Sheet of the RFP document.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.6 Location: The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7 Authority of Lead Partner: In case the Consultant consists of a joint venture/ consortium/association of more than one entity, the Members hereby authorize the entity

specified (Lead Consultant) in the RFP document to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the Data Sheet of the RFP document.

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a

contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the RFP document have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the letter of award, either Party may, by not less than ten (10) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the letter of award.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of twelve months from the Effective Date unless further extended in writing by the Employer.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than ten (10) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:

(i) demobilize; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Monitoring Committee, MC (ANIIDCO) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The MC (ANIIDCO) may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than fifteen (15) days.

(h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Employer” shall give a not less than ten (10) days’ written notice of termination to the Consultants, and fifteen (15) days’ in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within thirty (30) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

(c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 10 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants’, as the case may be) own cost, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.6 Consultant’s Actions Requiring “Employer’s Prior Approval: The Consultant shall obtain the “Employer’s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in soft copies (in CD ROM/storage device) in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

3.10 Equipment and Materials provided by the Consultants: Equipment or materials brought into the State by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

4.1 General:

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel:

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within ten (10) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 Removal and/or Replacement of Personnel:

(a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: The Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions : Unless otherwise specified, the “Employer” shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in Appendix C.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 **Services, Facilities and Property of the “Employer”:**

(a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 **Payment:** In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 **Counterpart Personnel:** (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. **PAYMENTS TO THE CONSULTANT**

6.1 **Total Cost of the Services**

(a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified hereunder:

Stage	Deliverables	Time period	Payment
Detailed Master Plan and DPRs for Township measuring 150.34 sq.km.			
I	Inception / Preliminary Report	D + 1	5%
II	Data collection including review of draft Master Plan, PEDRs etc.	D + 2	5%
III	First Draft of Detailed Master Plan (For Receiving suggestion and objections)	D + 4	5%
IV	Final Draft of Detailed Master Plan	D + 5	10%
V	Preparation of DPRs	D + 6	20%
VI	Draft Business Plan	D + 7	5%
VII	Final Business Plan	D + 8	5%
VIII	Approval of all competent authorities and notification of the Master Plan	D + 9	30%
	Sub Total	9 Months	85%
Outline Development Plan for Balance Area of 77.6 sq.km.			
IX	Data Collection and Inception / Preliminary Report	D + 10	5%
X	First Draft of Outline Development Plan (For receiving suggestions and objections)	D + 11	5%
XI	Final Outline Development Plan	D + 12	5%
	Sub Total	3 Months	15%
	Total	12 Months	100%

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 10 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Final Payment: The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory forty-five (45) calendar days after receipt of the final SCP and final statement by the "Employer" unless the "Employer", within such forty-five (45) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within ten (10) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 10. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of

Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to one Arbitrator to be appointed by Chief Secretary, A & N Administration or Secretary, MHA. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in Port Blair and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Performance Guarantee

The Employer shall retain performance guarantee of 3 % of the total cost of the Services payable as set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter. (the "Performance Security"), the Bank Guarantee substantially furnished in the form specified at Annex- of this Agreement, to be appropriated against breach of this Agreement. The Performance Guarantee shall be returned to the Consultant at the end of 2 (two) months after the submission and acceptance of all deliverables and preparation of final bill. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Guarantee, the Employer may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Guarantee in accordance with the provisions of this Agreement.

10. Liquidated Damages

10.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

10.2 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.

10.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in clause 6.3, the Consultant shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

11. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Consultant shall notify the Employer/ the ANIIDCO of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/State Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/State Government against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the

Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the State Government or the Employer.

III. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B – REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – COST ESTIMATES

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E – DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).